

A. G. Contract No. KR92 2636TRN
ECS File: JPA 92-110
Project: F-073-1-510/H2928 01C
Section: SR-87 - East Verde Road

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
GILA COUNTY, ARIZONA

THIS AGREEMENT is entered into 27 September, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and GILA
COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS
(the "County").

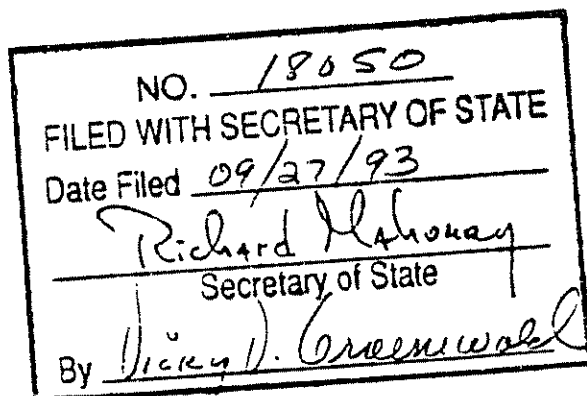
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-952 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. Incident to a future improvement project to SR-87 in
Gila County contemplated by the State, the County and the State
desire to construct approximately 354 LF of AC pavement surface
at SR-87 and East Verde Road, at an estimated cost of
\$6,842.00, all at County expense, hereinafter referred to as
the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide design plans, specifications and such other documents and services necessary for construction bidding and construction. Incorporate County review comments.

b. Call for bids, and with the concurrence of the County, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain the concurrence of the County on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State on the State project.

c. Invoice the County for the reasonable direct actual cost of the Project, plus 15% construction engineering, in an amount estimated at \$6,842.00.

d. Upon completion, approve and accept the Project on behalf of the parties hereto.

2. The County will:

a. Review the design documents and provide comments as appropriate.

b. Be responsible for any contractor claims for extra compensation attributable to the County.

c. Reimburse the State for the reasonable direct actual cost of the Project, plus 15% construction engineering, in an amount estimated at \$6,842.00, within thirty (30) days after receipt of an invoice.

d. Upon completion and acceptance by the State, provide maintenance to the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursement; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Gila County
County Manager
1400 East Ash Street
Globe, AZ 85501


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

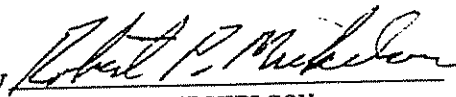
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GILA COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By 
CRUZ SALAS, Chairman
Board of Supervisors

By 
ROBERT P. MICKELSON
Deputy State Engineer

JPA 92-110

RESOLUTION

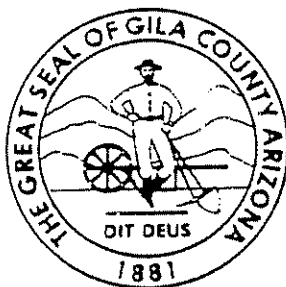
BE IT RESOLVED on this 6th day of September 1992, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Gila County for the purpose of defining responsibilities for the design, construction and maintenance of paving improvements to East Verde Road in the vicinity of SR-87 in the County.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

for Mary E. Petras
JAMES S. CREEDON
Acting Director

Cruz Salas, District III
P.O. Box 1173, Globe 85502-1173

Daniel G. Field, County Administrator
Finance Director
Clerk of the Board of Supervisors
 Phone (602) 425-3231 Ext. 404



GILA COUNTY
BOARD OF SUPERVISORS

Gila County Courthouse - 1400 East Ash
Globe, Arizona 85501

STATE OF ARIZONA)
 : ss.
COUNTY OF GILA)

I, DANIEL G. FIELD, Clerk of the Gila County Board of Supervisors, State of Arizona, do hereby certify that the following is a true, correct and complete excerpt from the minutes of the regular meeting of said Board held August 9, 1993:

The Board reviewed the Intergovernmental Agreement with the Arizona Department of Transportation regarding project SR-87 at East Verde River Road. Supervisor Christensen moved that the Board approve the Agreement. Supervisor Guerrero seconded the motion, which was made unanimous by the Chairman

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of Gila County this 7th day of September, 1993.

W. H. Felt
Clerk

APPROVAL OF THE GILA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and GILA COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 9 day of August, 1993.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-2636-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17th day of September, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section